



This Confidentiality Agreement (“Agreement”) verifies that, as a student employee or volunteer for the University of Dayton (the “University”), I, _____, may have access to confidential, proprietary and/or sensitive information and understand my role in safeguarding confidential information.

1. Requirements for Handling Information and Access

I understand that, in the course of my employment or volunteer work for the University, I may have access to documents, software, certain assets, data and verbal information which may be confidential, privileged, proprietary and/or otherwise protected from disclosure, **whether or not it is labeled or otherwise marked as confidential, proprietary or with a similar marking**. Accordingly I agree to the following restrictions:

- (a) I will treat all information that I reasonably know or should know is not public as “confidential,” including any confidential information specifically about a University student, employee, donor, parent, volunteer, patient, associate, prospective student, process, research or project. To be clear, “confidential” information includes but is not limited to information about grades; disciplinary records; finances; disabilities; trade secrets; log-in credentials; accommodations; gender identity; a birth name different from a preferred name; genetic information; medical information; and anything else that is similarly identifying and/or not typically public. When in doubt, I will ask a supervisor.
- (b) I will not directly or indirectly use, publish, discuss, disseminate, reproduce, sell, reverse engineer, license or otherwise disclose confidential information to anyone in any way other than what is required of me through the course and scope of my work.
- (c) I will not act for personal gain or to the detriment of others based on the information to which I have access.
- (d) I will not access nor seek to gain access to confidential information except to fulfill my assigned duties.
- (e) I understand that my University log-in credentials (including my ID and password) are themselves confidential information, and I will not share them with anyone without specific instruction from my supervisor(s). I will log off my computer when not in use.
- (f) I will notify my supervisor immediately if I have reason to believe my log-in credentials have been compromised and/or confidential information has been shared without authorization.
- (g) I will not make unauthorized copies of confidential information nor install or otherwise use devices, tools or software to enable others to have unauthorized access to such information.
- (h) I will not remove, destroy or alter any confidential information or files that exist within the office, on the office computers or on University networks, except as instructed by a supervisor.
- (i) I will comply with all University policies applicable to the confidentiality of information, including but not limited to the University’s Policy on Disclosure of Student Records (also known as the “FERPA Policy”) and the Records Retention Policy.

2. Intellectual Property

I understand that I may come in contact with information that is considered to be the intellectual property of the University, some of which by its nature will be confidential. I also

Student Employee / Volunteer Confidentiality Agreement (continued)

understand that I may play a role in creating (or contributing to the creation of) intellectual property. I hereby assign and transfer to the University of Dayton all right, title, and interest (including any and all intellectual property rights pertaining thereto), in any and all works created, made, conceived, invented, developed, discovered or reduced to practice by me in the performance of my duties as a student employee or volunteer.

3. Consequences

I understand that serving as a University student employee or volunteer is a privilege and not a right. I further understand that students are subject to certain behavioral expectations (as set forth in the Student Handbook and various University policies) and are also subject to all applicable laws and regulations. Accordingly, I understand that if I violate this Agreement, I may be subject to disciplinary action, including but not limited to student disciplinary proceedings, sanctions and termination of my employment or volunteer role.

4. Term of Agreement

I understand the terms and expectations set forth in this Agreement survive my time as a student employee and/or volunteer as well as my time as a student at the University.

Signature

Date

Name printed